

years after date, with legal interest thereon, in the meantime, payable semi-annually." And to secure said sum with interest thereon, the freehold, leasehold and personal property therein described, consisting of various lots and houses, and the furniture therein, in the city of Baltimore, is conveyed to said Goldsmith, subject to the condition of payment, by the said Elizabeth, her heirs, executors, administrators or assigns, of the said sum of \$25,500, on or before the expiration of five years next ensuing the date thereof, with legal interest thereon, semi-annually, according to the tenor of the aforesaid promissory note. The said conveyance also contains the following clause: "And the said Elizabeth Osborne hereby declares her assent to the passing of a decree by the Chancery Court of Maryland, or by Baltimore County Court, sitting as a court of equity, for a sale of the hereby mortgaged estate, property and premises, in accordance with the provisions of an act of the general assembly of the state aforesaid, passed at December session, one thousand eight hundred and thirty-three, chapter 181, entitled 'an Act relating to Mortgages.'" "And further, it is hereby declared, that this conveyance made subject to the provisions of an act of the general assembly of Maryland, passed at December session, 1836, entitled 'an Act relating to Mortgages in the city of Baltimore.'" This conveyance was also made subject to three mortgages therein referred to. One to Sarah Truitt, dated the third day of August, 1841, of a part of the leasehold property therein described, to secure the sum of \$1,200, and interest. Another to Levi Benjamin, dated the 9th of April, 1842, of a parcel of said fee simple property, to secure the sum of \$3,000, and interest, both of which mortgages were in full force, and unsatisfied at the time of the execution of said conveyance; a third to John S. Darnell, and others, dated the 28th of May, 1840, on which there was then due the sum of \$1,545, or thereabouts.

Exhibit No. 3, is a deed from said Elizabeth Osborne to said Samuel H. Goldsmith, dated the 16th of February, 1844, which, after reciting the mortgage of the 25th of November, 1842, proceeds as follows: "And whereas, in full payment,